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Attorneys for Defendants

UBER TECHNOLOGIES, INC.;

RASIER, LLC; and RASIER-CA, LLC

[Additional Counsel Listed on Signature Page]

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

IN RE: UBER TECHNOLOGIES,
INC., PASSENGER SEXUAL
ASSAULT LITIGATION

MDL No. 3084 CRB

Judge: Honorable Charles Breyer

This Document Relates to:

*Jillian Sullivan v. Uber Technologies,
Inc., et al.*; 3:23-cv-05418-CRB

DEFENDANTS' THIRD-PARTY COMPLAINT

Defendants and Third-Party Plaintiffs Uber Technologies, Inc.; Rasier, LLC; and Rasier-CA, LLC (collectively, "Defendants" and/or "Third-Party Plaintiffs") by and through their attorneys, bring this Third-Party Complaint pursuant to Federal Rule of Civil Procedure 14 and hereby allege the following against Ziad Zein ("Third-Party Defendant"):

GENERAL ALLEGATIONS

1. Defendant and Third-Party Plaintiff Uber Technologies, Inc. is a California corporation that is registered with and conducts business within the State of California.

2. Defendant and Third-Party Plaintiff Rasier, LLC is a limited liability company that is registered with and conducts business within the State of California.

3. Defendant and Third-Party Plaintiff Rasier-CA, LLC is a limited liability company that is registered with and conducts business within the State of California.

4. Based on information and belief, Third-Party Defendant Ziad Zein is an individual residing in Orland Park, Illinois.

5. Third-Party Plaintiffs Uber Technologies, Inc.; Rasier, LLC; and Rasier-CA, LLC are Defendants in the above-entitled action wherein Jillian Sullivan ("Plaintiff"), seeks damages for injuries allegedly caused by Uber Technologies, Inc.; Rasier, LLC; Rasier-CA, LLC and others, by way of Plaintiff's Original Complaint and Jury Demand, filed on May 2, 2023, in the United States District Court for the Northern District of Illinois, Eastern Division, Case No. 1:23-cv-2767 and Plaintiff's Short-Form Complaint and Demand for Jury Trial, filed on April 10, 2024, in the United States District Court Northern District of California, San Francisco Division, Case No. 3:23-cv-05418-CRB, which incorporates by reference the allegations contained in Plaintiffs' Master Long-Form Complaint in *In Re: Uber Technologies, Inc., Passenger Sexual Assault Litigation*, Case No. 3:23-md-03084-CRB, in the United States District Court for the Northern District of California (collectively,

1 the “Complaint”). Third-Party Plaintiffs incorporate the Complaint herein for reference, and deny any
2 fault or liability for causing Plaintiff’s alleged injuries or damages.

3 6. By way of the Complaint, Plaintiff seeks damages arising from an alleged sexual assault
4 that purportedly occurred in Cook County, Illinois.

5 7. In the event that, as a result of the underlying action, it is determined that Plaintiff is
6 entitled to recover from Third-Party Plaintiffs, and there have been acts or omissions for which Third-
7 Party Plaintiffs are responsible, said acts or omissions were caused by the primary and active tortious
8 or otherwise actionable conduct of the Third-Party Defendant.
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10 **JURISDICTION**

11 8. This Court has jurisdiction of the underlying action under 28 U.S.C. § 1332(a)(1)
12 because the amount in controversy exceeds \$75,000, exclusive of interest and costs, and because the
13 underlying action is between citizens of different states.

14 9. This Court has jurisdiction over this Third-Party Complaint pursuant to 28 U.S.C. §
15 1367(a) because the Third-Party Complaint shares a common nucleus of operative facts with the
16 underlying action so that the Third-Party Complaint is so related to the underlying action as to form
17 part of the same case or controversy.
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19 **DIVISIONAL ASSIGNMENT**

20 10. Assignment in the Northern District of California, San Francisco Division, is
21 appropriate because the Judicial Panel on Multidistrict Litigation has consolidated and transferred
22 the underlying action to this Court pursuant to 28 U.S.C. section 1407. *See* Case No. 3:23-cv-3084,
23 Dkt. 1.
24

25 **FIRST CAUSE OF ACTION**

26 **(Express Indemnity)**
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11. Third-Party Plaintiffs incorporate by reference all preceding paragraphs as if fully set forth herein.

12. Third-Party Defendant entered into multiple written agreements with Third-Party Plaintiffs. Those agreements outline the respective rights and responsibilities relating to Third-Party Defendant's use of the Uber App. Of particular relevance here, Third-Party Defendant agreed to indemnify and defend Third-Party Plaintiffs, including with respect to claims such as those asserted by Plaintiff in the underlying Complaint against Third-Party Plaintiffs. The circumstances that give rise to Third-Party Defendant's contractual duty to indemnify and defend are the subject of Plaintiff's Complaint against Third-Party Plaintiffs.

13. On December 23, 2015, Third-Party Defendant entered into a Technology Services Agreement ("TSA") with Rasier, LLC. This agreement provides that Third-Party Defendant is required to indemnify, defend, and hold harmless Third-Party Plaintiffs and their affiliates against any and all liabilities, expenses (including legal fees), damages, penalties, fines, arising out of or related to Third-Party Defendant's breach of Third-Party Defendant's representations, warranties, or obligations under the TSA (including Third-Party Defendant's representation and warranty to comply with all applicable laws); or a claim by a third party (including Users) directly or indirectly related to Third-Party Defendant's provision of Transportation Services or use of the Uber services. (**Exhibit A – Technology Services Agreement; Last Updated December 11, 2015, ¶ 10**).

14. Plaintiff's Complaint alleges, among other things, conduct entitling Plaintiff to compensatory damages against Third-Party Plaintiffs. Specifically, Plaintiff alleges that on or about December 29, 2017, while providing her a ride using the Uber App, Third-Party Defendant "sexually assaulted and sexually battered Plaintiff, ultimately forcing his hand down the back of her pants and digitally penetrating her." (**Plaintiff's Original Compl. and Jury Demand, filed on May 2, 2023, in the United States District Court for the Northern District of Illinois, Eastern Division, Case No.**

1 **1:23-cv-2767, ¶¶63-64); Short-Form Compl. and Demand for Jury Trial, filed April 10, 2024, United**
2 **States District Court for the Northern District of Illinois, San Francisco Division, Case No. 3:23-cv-**
3 **05418-CRB, ¶C1 (“Plaintiff was sexually assaulted, harassed, battered, or otherwise attacked by an**
4 **Uber driver in connection with a ride facilitated on the Uber platform in Cook County, Illinois on**
5 **December 29, 2017.”).**

6 15. The damages alleged by Plaintiff arise out of or relate to Third-Party Defendant’s
7 alleged tortious or otherwise actionable conduct, which arises out of or relates to his breach of the TSA
8 with Third-Party Plaintiffs, his provision of Transportation Services, or his use of the Uber Services.

9 16. Third-Party Plaintiffs deny liability for the events and occurrences described in
10 Plaintiff’s Complaint.

11 17. Third-Party Defendant’s alleged tortious or otherwise actionable conduct was the direct
12 and proximate cause of the damages alleged by Plaintiff.

13 18. As a result, if Third-Party Plaintiffs are found in some manner liable to Plaintiff in this
14 action under any theory of recovery, Third-Party Plaintiffs allege that their liability would be based
15 solely upon a derivative form of liability not resulting from their conduct and, therefore, are entitled to
16 complete indemnity from Third-Party Defendant.

17 19. By reason of the foregoing, Third-Party Plaintiffs are entitled to be fully defended and
18 indemnified by Third-Party Defendant for any amounts which may in good faith be paid by way of
19 compromise, settlement, or judgment. Additionally, Third-Party Plaintiffs are entitled to all costs,
20 expenses, and attorneys’ fees that Third-Party Plaintiffs incurred in the defense of the underlying action
21 brought by Plaintiff and the prosecution of this Third-Party Complaint.

22 **SECOND CAUSE OF ACTION**

23 **(Implied Indemnity)**

24 20. Third-Party Plaintiffs incorporate herein each allegation set forth above.

1 any damages, judgments, or other awards against Third-Party Plaintiffs in this action, if any, and to pay
2 Third-Party Plaintiffs' attorneys' fees and costs incurred in defending against the claims of Plaintiff in
3 this action and prosecuting the claims asserted by way of the Third-Party Complaint.

4 35. Third-Party Plaintiffs desire a judicial determination of the respective rights and duties
5 of Third-Party Plaintiffs and Third-Party Defendant with respect to the damages claimed in Plaintiff's
6 Complaint. In particular, Third-Party Plaintiffs desire a declaration of the respective liabilities of
7 Third-Party Plaintiffs and Third-Party Defendant for such damages, if any, and a declaration of Third-
8 Party Defendant's responsibilities to indemnify Third-Party Plaintiffs and to hold them harmless from
9 any sums that they may be compelled to pay, and for the attorneys' fees and costs Third-Party Plaintiffs
10 have already incurred and will incur in defending against Plaintiff's claims and prosecuting the claims
11 asserted by way of the Third-Party Complaint.
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13 36. Such a declaration is necessary and appropriate at this time to enable Third-Party
14 Plaintiffs to ascertain their rights and duties with respect to the defense of this action and the payment
15 of any damages, judgment, or other awards that may be recovered against them by
16 Plaintiff. Furthermore, the claims of Plaintiff and the claims of Third-Party Plaintiffs arise out of the
17 same transaction and occurrence, and a determination of both in one proceeding is necessary and
18 appropriate to avoid the multiplicity of actions that would result if Third-Party Plaintiffs are required
19 to defend against the claims of Plaintiff in the Complaint and then bring a subsequent action against
20 Third-Party Defendant for indemnification and contribution of sums that Third-Party Plaintiffs may be
21 compelled to pay as a result of any damages, judgments, or other awards recovered by Plaintiff against
22 Third-Party Plaintiffs, if any.
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25 **PRAYER**

26 Wherefore, Third-Party Plaintiffs respectfully pray for the following judgment:
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1 1. For judgment against Third-Party Defendant on the First Cause of Action, awarding
2 Third-Party Plaintiffs total contractual indemnity for any amounts which may in good faith be paid by
3 Third-Party Plaintiffs to Plaintiff by way of compromise, settlement, or judgment;

4 2. For judgment against Third-Party Defendant on the Second Cause of Action, awarding
5 Third-Party Plaintiffs total or partial equitable indemnity for any sum Third-Party Plaintiffs must pay
6 to Plaintiff;

7 3. For judgment against Third-Party Defendant on the Third Cause of Action, in the form
8 of contribution based on Third-Party Defendant's pro rata share of liability of any sums adjudged
9 against Third-Party Plaintiffs, if any, in favor of Plaintiff herein;

10 4. For a judicial determination on the Fourth Cause of Action of the responsibilities of
11 Third-Party Defendant to fully or partially indemnify and hold Third-Party Plaintiffs harmless from
12 any damages, judgment, or other awards that may be recovered against Third-Party Plaintiffs by
13 Plaintiff on the Complaint pursuant to Third-Party Defendant's express agreement to indemnify Third-
14 Party Plaintiffs and the principles of equitable indemnity or contribution;

15 5. For any other equitable decree or order required to apportion liability and damages, and
16 ensure Third-Party Defendant reimburses Third-Party Plaintiffs for any payments they make to Plaintiff
17 in excess of Third-Party Plaintiffs' proportionate share of fault, if any;

18 6. That Third-Party Plaintiffs be awarded their attorneys' fees and costs incurred in this
19 action to the extent permitted by law; and

20 7. For any and such further relief as the Court may determine is just and proper.
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1 DATED: November 5, 2024

Respectfully submitted,

2 **SHOOK, HARDY & BACON L.L.P.**

3 By: /s/ Michael B. Shortnacy
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